

## SNiP Business Service Agreement (BXA)

### General Terms and Conditions govern the provision of SNiP's Services

1. **Definitions:** Capitalized terms shall have the following meanings and/or the meanings provided elsewhere in the Agreement.
- 1.1 "Affiliate" means an entity which directly or indirectly controls, is controlled by, or is under common control with the party, where "Control" means common management, or direct or indirect ownership of more than fifty percent (50%) of the voting equity of the party.
- 1.2 "Agreement" means the Customer Agreement, these General Terms and Conditions, any Order Forms or exhibits, and any other documents referenced herein and incorporated by reference.
- 1.3 "Contributory Integrated Services" means any SNiP local, local toll, long distance, calling card, toll free, or international services offered or made available by SNiP under this Agreement, to which Customer subscribes during the Term.
- 1.4 "Contributory Service Usage Charges" means all usage charges associated with any of the SNiP Contributory Integrated Services, calculated prior to the application of any discounts, excluding all Taxes or Additional Charges, charges associated with special features, Equipment (whether rental or purchase), directory assistance, operator services and any other access charges (including, but not limited to, carrier universal service charges and pre-subscribed line charges), installation, activation, maintenance, nonrecurring charges, issued credits, uncollectible Customer charges, pass-through charges, and any other charges expressly excluded in the applicable Order Forms.
- 1.5 "Customer" or "You" means the person or company subscribing to our Services and with whom we have entered into this Agreement. This includes a person or entity we reasonably believe is acting with the authority or knowledge of the person or entity whose name is on the account.
- 1.6 "Customer Content" means all text, words, names, likenesses, trademarks, logos, artwork, graphics, video, audio, HTML coding, domain names, image maps, links, software applications, information, communications, or other content of Customer that reside on any SNiP Equipment or is transmitted by or through Customer using one or more of SNiP's Services.
- 1.7 "Customer Equipment" means any equipment, software or other facilities provided by Customer.
- 1.8 "DSL" means digital subscriber line service.
- 1.9 "Default" means: (i) Customer's failure to pay any invoice and such failure remains uncorrected for ten (10) days after receipt of written notice that a payment is past due; (ii) Customer's failure to pay any advance payment or deposit or to provide any payment assurance required herein when due; (iii) Customer's violation of any applicable laws, statutes, ordinances, codes or other legal requirements with respect to any Service that are not remedied within ten (10) days after written notice thereof (or such shorter period as may be required by law or SNiP's usage policies); (iv) either party's failure to perform or observe any material term or condition of this Agreement (other than payment terms) and such failure remains uncured for more than thirty (30) days from the date of the other party's written notice; or (v) either party becomes insolvent.
- 1.10 "Equipment" means any equipment, hardware, routers or other facilities provided by SNiP in connection with any SNiP Service.
- 1.11 "Force Majeure Event" means an unforeseeable event (other than a failure to comply with payment or security obligations) beyond the reasonable control of a party, including, without limitation, acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, national emergencies, acts of terrorism, insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties.
- 1.12 "Initial Term" means the period of time that this Agreement is in effect as described below.
- 1.13 "Internet Service(s)" means any Internet Service offered by or through SNiP (or its affiliates) from time to time, or connectivity to the Internet (e.g., T1, DSL, SDSL, ISDN or Dial-Up Access) and related services (e.g., domain name registration and email accounts) as shall be identified on SNiP's Dedicated Business Order Form.
- 1.14 "Insolvent" means the occurrence of any of the following events, whereby either party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.
- 1.15 "Policy" or "Policies" means such policies as SNiP may put in place and be modified from time to time, including but not limited to the SNiP Net Abuse Policy, currently set forth at <http://www.SNiP.net>.
- 1.16 "Renewal Term" means any period of time following the Initial Term as described below.
- 1.17 "Service(s)" means, as the case may be, telecommunications services and/or Internet Services ordered by you using a SNiP Order Form and accepted by us, as well as any Equipment, facilities, programming or software, and bandwidth we provide. SNiP's Services do not include any special access circuits or other services required for the use of the SNiP's Services, unless specifically identified as an obligation of SNiP on any Order Form.
- 1.18 "Specifications" means the SNiP technical and/or performance standards set forth in any applicable SNiP Tariff and Product Literature.
- 1.19 "Service Term" shall mean the term of any Service as set forth in the Business Service Contract.
- 1.20 "Tariff(s)" means any tariff filed by SNiP (or its affiliates) with the Federal Communications Commission or any other regulatory institution. If any Service offered by SNiP under a Tariff is or becomes detariffed at any time during the Term, references herein to SNiP's Tariffs shall be construed to be references to any Service Guide (herein so called) that replaces the Tariff, as such Service Guide may be revised from time to time by SNiP.
- 1.21 "Taxes and Additional Charges" means any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, levies, surcharges, duties, fees, pay-phone service provider compensation or other tax-related surcharges, chargeable to or against SNiP because of any Service provided to Customer, including any charges mandated or imposed on SNiP by regulatory agencies or others.
- 1.22 "Term" means any Initial Term or a Renewal Term.
- 1.23 "Usage Commitment" means the minimum monthly usage commitment set forth in the Business Service Contract.
- 1.24 Other terms used herein shall have the meanings ascribed herein, or in any documents referenced herein.
2. **SNiP Responsibilities.** SNiP agrees to provide the Services and/or the SNiP Internet Services as ordered by you and related Equipment necessary for implementing those Services as set forth herein. SNiP may substitute such items so long as there is no materially adverse change in functionality. SNiP shall not be responsible for cabling to connect equipment not provided by SNiP-to-SNiP Services or any inside wiring necessary for the proper installation of the equipment. SNiP may subcontract to third parties for the Services provided to You, but such subcontracting shall not relieve SNiP of its obligations hereunder.
3. **SNiP Delivery/Internet Services**
- 3.1 **Loop / Port Service Family.** SNiP does not provide Equipment to the Customer under a Loop/Port Delivery/Internet Service. Customer agrees to provide its own technical support to integrate Customer-provided equipment to the SNiP connection. SNiP will not provide on-site technical support. SNiP can provide technical or integration support at its then current rates and charges. Customer will make software or firmware upgrades it deems necessary for Equipment to provide Service (at no direct cost for the license or other rights).
- 3.2 **Ready Service Family.** Upon selection of this Delivery/Internet Service Family, SNiP's Equipment will be installed and maintained by SNiP (or SNiP's subcontractors).
- 3.3 Customer warrants and agrees that its use of SNiP's Delivery/Internet Services will be primarily for business purposes by Customer, its wholly owned affiliates, staff or consultants performing work for Customer. Any third party traffic is prohibited; except Customer may host world wide web sites on its own behalf, but may not send any posting (including e-mail) from that third party back to SNiP's Network or the Internet through the Services. SNiP's Internet Services are not provided for use by Customer to in turn provide or resell Internet access to any other party. Any attempt to provide or resell Internet access without the express written consent of SNiP is in violation of this Agreement and may result in immediate termination of the Internet Services without notice or refund. Customer may upgrade a SNiP-provided Internet Service at any time during the Service Term by agreeing to pay any and all fees and charges associated with the Upgrade. As used herein, an "Upgrade" means an increase of Internet Bandwidth or a change in the mix of Services provided by SNiP within the same Service Family. Customer may arrange to transfer an Internet Service to a different service location.



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by paying a \$500 transfer fee and executing a new Order Form having a new Service Term equal to or greater than the prior Service Term for the transferred Service.

**4. Term.** The "Initial Term" (herein so called) of this Agreement shall commence as of the Agreement Date and continue for twelve (12) months, unless specified otherwise in the attached Business Service Contract. Unless terminated by either party as provided below, this Agreement will automatically renew after the Initial Term for an additional one (1) year renewal term (the "Renewal Term"), and following the initial Renewal Term, the term of this Agreement will continue on a month-to-month basis (each a "Renewal Term"), unless in either case, either party gives written notice of termination at least thirty (30) days prior to the end of the then current Term. Customer agrees to pay a 15% surcharge on all Delivery/Internet Services during the month-to-month basis Renew Term. As used herein, "Term" refers to the Initial Term and any Renewal Term. Notwithstanding the foregoing, the Business Service Contract may set forth a Service Term for the relevant Service that differs from the Term of this Agreement. Unless set forth otherwise on the Business Service Contract, the minimum Service Term for each Service shall be twelve (12) months. If any Service Term extends beyond the Term of this Agreement, the delivery and use of the Service will continue to be governed by the terms of this Agreement.

**5. Termination.** Default: Either party may terminate this Agreement upon: (i) written notice to the other party provided thirty (30) days prior to the end of the then current Initial Term or Renewal Term, or (ii) upon any Default not cured within the applicable cure period. Those Sections that by their nature survive termination or expiration of this Agreement, including those Sections entitled Customer Obligations, No Warranties, Usage Indemnity, Limitation of Liability, Use of Software, and Miscellaneous, shall survive termination or expiration of the Agreement irrespective of the reason for termination.

### 6. Effects of Termination:

*[Signature]*  
Initial

6.1 In addition to any legal or equitable remedies available to SNiP, in the event of any termination of the Agreement prior to the end of the Initial Term (or an Initial Service Term), you shall pay to us a termination charge equal to the greater of: (i) one hundred percent (100%) of the monthly Service charge for each Service, or any unused Usage Commitment remaining for the unexpired portion of the Initial Term; and (ii) fifty percent (50%) of the

monthly base price for each Service terminated for each month remaining in any Renewal Term, if the event of termination occurs in a Renewal Term. Failure to provide both written notice and the payment of the termination charges will not terminate this Agreement and you will continue to be responsible for all payments for the Usage Commitment for the Services until such time when both requirements have been met. You will not be liable for termination charges for Services if: (i) the terminated Service is replaced with a new Service with an equal or greater value than the sum of the balance of the original Service, excluding local Tariff monthly recurring charges; or (ii) the termination is by reason of a SNiP Default that is not cured within any applicable cure period.

*[Signature]*  
Initial

6.2 We reserve the right to suspend or discontinue the Service without notice, written or otherwise: (i) anytime we have the right to terminate the Agreement, including upon any Customer Default; (ii) whenever required to protect our network or facilities; (iii) whenever the Service is used for illegal purposes or otherwise in violation of our usage policies as currently set forth on our Web site (<http://www.SNiP.net>) and as policies may be modified by us

from time-to-time; and (iv) if we deem it necessary in order to comply with applicable laws or regulations. Upon any Customer Default, expiration or termination of this Agreement, you agree to promptly surrender any Equipment to us in the same condition as delivered, reasonable wear only excepted. If any Equipment is not so surrendered in good order and repair, you will be charged accordingly. Notwithstanding the foregoing, you further acknowledge and agree that upon any Default or termination of this Agreement we may retake possession of any such Equipment (before, during and after action to recover sums hereunder), in which case you shall provide us with full and free access to such Equipment provided for this purpose.

6.3 We reserve the right to assess a customer any and all cost SNiP has committed to on behalf of the customer, in the event of a customer's early termination or reduction of a contracted term. These costs shall extend to but not be limited to any contracted service fees entered into by SNiP with third parties or subcontractors to provision or support a customer's SNiP contracted service. These costs will encompass any early termination fees, monthly fees or other fees imposed by contracted third parties that SNiP remains liable for after a customer's early termination of a contracted term or change to the length of a customer's original contract. The customer is required to pay SNiP in full for any of these costs at the time of termination or change in contract length. SNiP will additionally require the customer to pay any and all finance or collection charges incurred by SNiP in the collection from the customer of any third party fees.

### 7. Billing and Payment:

*[Signature]*  
Initial

7.1 As an initial matter, you agree to pay all applicable set-up fees, deposits or other charges for any extension of any required circuit to the applicable SNiP point-of-presence (POP) (whether by SNiP or a third party provider) and/or any other third party charges and our installation of the Service as invoiced, upon our acceptance of your Order Form. Except in the

case of Default by us, all set-up fees are non-refundable. We reserve the right to delay activation of the Services to you if the initial deposit set forth in the Deposit Payment Form is not paid when due. Usage Commitment and regular billing will begin as early as three (3) business days following the business day that a third party provided circuit between your site and the applicable SNiP POP is complete and activated by the third party provider, and SNiP determines that the circuit has been activated. If any such circuit is activated prior to the first day of any month, all charges and associated Usage Commitments for the partial month shall be prorated, and the Service Term shall begin on first day of the first calendar month following activation. Monthly charges for SNiP Contributory Usage will begin on the date traffic commences on the SNiP network for the purposes of measuring usage and assessing regulatory fees as required by the relevant regulatory agencies.

7.2 You agree to pay for Services provided by us at the applicable rates and charges set forth in the Business Service Contract and the Order Form(s). You will be billed monthly or quarterly as provided in the applicable Order Form. Payments are due within twenty (20) days of the date of SNiP's invoice. Invoices will include the period's Service fees, Contributory Service Usage Charges and any Usage Commitment fees as described herein.

7.3 If authorized by you, the amount owed shall be charged to your credit card or automatically deducted from your bank account on the due date stated on the invoice, without prior notice or consent each time an invoice is due. IF YOU CHOOSE THIS OPTION, YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR SERVICE WHEN YOUR LIMIT HAS BEEN REACHED. THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A MONTH. If your credit card is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use our Services until your account is paid in full.

7.4 A late fee in an amount of 1.5% per month (or the maximum rate permitted by law) will be charged on all outstanding invoiced amounts not paid within thirty (30) days of the date of SNiP's invoice. Taxes and Additional Charges not included in the quoted rates for Services, but will appear as separate line items on the invoices and you will be solely responsible for the payment of all such Taxes and Additional Charges. If you are exempt from a particular Tax or Additional

Charge, you must pay the Tax or Additional Charge set forth in the monthly invoice unless you provide us with a valid exemption certificate. We may also adjust prices or impose Additional Charges to recover amounts we may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs (e.g., Universal Service Fund) during the term of this Agreement.

7.5 Upon our request, you agree to pay us our reasonable expenses (including any fees and costs associated attorneys or collection agencies) incurred in enforcing our rights under this Agreement. If you cancel services before they are started, you further agree to pay all non-refundable costs that SNiP accrued during the provisioning of the canceled service(s).

7.6 If you have a dispute about an invoice or believe that the invoice is in error, you must notify us in writing within forty-five (45) days of the date of the invoice, or will be deemed to have waived the dispute. You remain responsible for paying the undisputed portions of the invoice by the due date.

8. Credit; Payment Assurances: You authorize us to ask consumer and/or commercial reporting agencies, trade references or banking institutions to furnish us with employment and/or credit information. You also consent to our periodic rechecking of this information and to our reporting personal and/or business payment and credit history to the appropriate agencies. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send us a written notice describing the specific inaccuracy. As set forth in the Deposit Payment Form, we may require that you make an initial deposit or we may set a service limit before we establish or maintain Service for you. The deposit will be held as a partial guarantee of payment and cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges and we will base that increase on your actual use of the Services or on our reevaluation of your ability to pay. You may ask us to reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or a credit to your account. If you are in Default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of charges due. After approximately ninety (90) days following termination of this Agreement, the balance of any deposit or other credit will be returned to you at your last known address.

### 9. Additional Customer Obligations

9.1 You agree that you will (i) not use (or permit others to use) the Services for any unlawful or abusive purpose or in any way that damages our property or interferes with or disrupts our system or other users or that are in any way unlawful, fraudulent or abusive, or harassing, including but not limited to obtaining or attempting to obtain Service by any fraudulent means or device with intent to avoid payment, accessing, altering, or destroying information of one of our other customers by any fraudulent means or device or attempting to do so; or that infringes upon another's intellectual property rights; or that otherwise constitutes network abuse. (ii) use the Services in accordance with, and abide by all applicable laws, regulations, and SNiP's usage policies. Other rules of general application, the terms of any software license agreement that may accompany any software provided

*[Signature]* 1-17-06



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by us. Customer shall be solely and exclusively responsible for any of the foregoing, all of which constitute misuse of SNiP's Internet Services.

9.2 You further agree that you will (i) prepare your site for any Equipment before the requested Service start date; (ii) provide reasonable access for us to install and maintain any Equipment; (iii) surrender Equipment to SNiP upon any termination of any Product or Service or this Agreement, or at other times on SNiP's request; (iv) be responsible for any Customer Equipment used with the Services and reimburse us if such Customer Equipment causes any damages to our network or other facilities; (v) provide security for Equipment as reasonably required by us; and (vi) be liable for damages to SNiP's Services, network or other facilities, caused by the negligence or willful acts of your officers, employees, agents or contractors, or for loss through theft or vandalism of Equipment on your premises, or violation of the terms of this Agreement.

9.3 You acknowledge that the Services may require you to provide suitable space for the placement of our Equipment. You agree not to permit or assist others to use Services for any purpose other than that for which they are intended; or tamper with, adjust or repair the Services. In the event of such alterations, tampering, adjustments or repairs by you, we shall be completely released from any liability or obligation (including any warranty or indemnity obligation) to you relative to the Services, any manufacturer warranties will be voided, and you shall be liable to us for all costs or damages we incur.

  
Initial

9.4 Virtual Phone System (VPS) LAN Requirements for IP Phones: SNiP makes no claims neither written nor implied as to the readiness of Customer's Local Area Network (LAN) to carry Virtual Phone Service (VPS) to IP Phones and other Voice-over-Internet-Protocol (VoIP) devices to be installed on Customer's LAN as required for the delivery of purchased VPS services.

Customer acknowledges receipt of SNiP's VPS LAN Requirements for IP Phones document which details the physical and performance requirements being imposed on Customer's LAN. Customer agrees to allow SNiP to perform a LAN Assessment to determine the VoIP readiness of Customer's LAN. From the results of this assessment, SNiP will establish, document and communicate requirements for a LAN upgrade (if any). Customer agrees at their expense to make the required upgrades (if any) to their LAN. If Customer fails to make LAN upgrades, SNiP reserves the right to cancel, re-price or reschedule the VPS services outlined in the Facility Order Form(s). Customer agrees that in the event Customer fails to make Customer LAN VoIP ready, Customer will forfeit all Non-Recurring Charges (NRC) outlined in the Facility Order Form(s) and may be subject to termination fees outline in this agreement.

  
Initial

9.5 SNiP retains all right, title, and interest in the Equipment. Customer agrees to provide twenty-four (24) hours per day, seven (7) days per week access to the Equipment (with escort if required by Customer) by SNiP designated individuals. Customer's failure to provide access will suspend any Service level guarantees during such time. SNiP may authorize Customer to

open Equipment cabinets for appropriate routine and emergency reasons. Customer shall retain the right to disconnect the Equipment from its Local Area Network at any time. SNiP reserves the right to shut down the Equipment at Customer's location in accordance with SNiP's emergency operating procedures upon notification to Customer. Upon termination or expiration of the Order Form or Service Term, Customer agrees to return Equipment as directed by SNiP or to allow SNiP to remove Equipment; provided, however, you acknowledge and agree that we may retake possession of any such Equipment (before, during and after action to recover sums hereunder), in which case you shall provide us with full and free access to such Equipment provided for this purpose.

9.6 You agree to keep this Agreement confidential and not to disclose the pricing or other terms to any third party.

9.7 You are responsible for all usage, including unauthorized usage, of the Services. SNiP will not be responsible for any fraud or misuse of the Services, including but not limited to calling card misuse or fraud. If any Services are fraudulently used, you must immediately notify us and provide us with the documentation and information we request (including affidavits and police reports). Once you notify us of fraudulent use, it may be necessary for us to interrupt your use of the Service. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we reasonably request. Failure to provide reasonable cooperation may result in your liability for any additional fraudulent usage. SNiP also reserves the right to suspend, interrupt or restrict Services, without notice to you, if we suspect, with or without notice from you, any use of Service, whether by you or any other party, that is in SNiP's sole opinion deemed to be in violation of this Agreement, fraudulent, illegal or in any way a misuse of the Services.

9.8 If reporting obligations or requirements are imposed upon SNiP by any third party or regulatory agency in connection with the use of the Services by Customer (or its end users), Customer agrees to assist SNiP in complying with such obligations and requirements, as reasonably required by SNiP and to hold SNiP harmless for any failure by Customer in this regard.

9.9 Customer has read and agrees to comply with SNiP's Net-Abuse Policy as currently set forth on SNiP's Web site (<http://www.SNiP.net>) and as the Policy may be modified by SNiP. SNiP will post any modification on its web site. Any content (including Customer Content), material, message or data made available or transmitted through the Service, wherever it is sent from, viewed, received or retrieved, that is in violation of any local, state, federal, foreign or international law, regulation or treaty, the Policy, or any community standard or accepted Internet policy is prohibited.

9.10 Customer acknowledges and agrees that SNiP does not monitor or control Customer Content or other information residing on its Equipment or transmitted through its Services, or on its network, so use of any Customer Content or other information obtained through the SNiP's Services, Equipment, network, or otherwise over the Internet, is at the Customer's risk. SNiP shall have no liability or responsibility for any Customer Content whatsoever (including, without limitation, any losses or damages from fraud), and Customer assumes full responsibility and liability for use of any Customer Content and/or use of its Customer Website(s), including, but not limited to, any functionality and use of SNiP's Internet Services by any end user of Customer, including, without all attempted or completed transactions (including commercial transactions) between Customer and end-users. Customer further acknowledges that there is no guarantee of security or privacy on the Internet, and SNiP makes no guarantee that Customer's use of any SNiP Internet Services will be secure or private. Customer maintains full responsibility for all aspects of security, including, but not limited to, monitoring for fraud and other illegal uses of SNiP's Services. Violation of this Section may be deemed a material breach of the Agreement and SNiP may immediately disable or terminate any affected Service without notice to Customer.

9.11 Customer represents and warrants that: (i) Customer is the owner, valid licensee, or authorized user of the Customer Content and each element thereof; (ii) the use of the Customer Content will not infringe the copyright, trade secret, trademark or other proprietary or intellectual property right of any third party, or constitute a defamation, invasion of privacy, or violation of any right of publicity or other third party right; (iii) Customer Content complies with all legislation, rules, and regulations of all applicable jurisdictions; (iv) the Customer Content is and will remain accurate and correct in all respects; and (v) to the best of its knowledge, Customer Content shall be free from viruses, worms, Trojan horses, and other malicious code.

### 10. Prices; Computation of Use:

10.1 Unless specified otherwise, rates and charges for the Services shall be set forth the Business Service Contract. If no rates are specified in the Business Service Contract, rates shall be determined according to the following order of precedence: (i) the Order Form; (ii) the according to the price sheet in effect at the time of the order; (iii) the Tariffs. We reserve the right to modify terms associated with expiration, termination liability or rates of any such Order Form consistent with all applicable laws upon sixty (60) days' written notice. In the event of an increase in rates, you have thirty (30) days from the date of the effective increase to provide us with a written request to terminate the Services and incur no termination liability. We may also modify our prices or discontinue the Services upon the expiration of the applicable Service Term set forth in the Order Form.

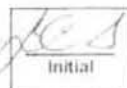
10.2 Unless specified otherwise on any Order Form, SNiP's rates and charges do not include any charges associated with services provided by others (including without limitation any local access or other third-party services). Customer is solely responsible for all third-party charges, costs and expenses associated with any third-party service used in connection with SNiP's Services, including, without limitation, any applicable monthly charges, usage charges, installation charges, non-recurring charges, cross-connection charges, and/or applicable termination/cancellation charges.

10.3 Discount percentages are set forth in the Business Service Contract. If applicable, discount percentages for Order Forms with a Service Term greater than one (1) year are fixed. Renewals of such Order Forms and for all other Order Forms with Service Terms of less than one (1) year are subject to change upon sixty (60) days prior written notice.

11 Usage charges for Services are based upon the total time that you use the Service, subject to applicable billing increments and any additional charges which may apply. Usage begins when the called party picks up the receiver, as determined by hardware answer supervision. Chargeable time ends when either party hangs up, thereby releasing the service connection. Billing increments are determined in accordance with the rates set forth in the Order Form, or the rates and charges set forth in our published rates set forth in our Tariffs or standard rate sheet in effect at the time the Agreement. However, all calls are billed in billing increments and calls which involve a fraction of a billing increment will be rounded up to the next whole billing increment. In addition, if the computed call charges include a fraction of a cent, the fractional cents will be rounded up to the next whole cent, unless expressly stated otherwise in an Order Form or applicable rate sheet.

### 12. Usage Minimum:

12.1 You will purchase from SNiP the Usage Commitment as set forth in the Business Service Contract during each month of the Initial Term and any subsequent Renewal Terms beginning in the first month of the Initial Term, or other period(s) set forth in the Business Service Agreement. If you fail to satisfy the Usage Commitment, in addition to all other applicable charges, you must pay us the difference between the Usage Commitment and your actual Contributory Services Usage Charges for each contract month (or other specified period), either during the Initial Term or any subsequent Renewal Term, in which you do not achieve the

  
Initial

Usage Commitment.

### 13. Service Provisioning, Changes and Maintenance:

13.1 We will use reasonable efforts to provide the Services by the start dates you requested as set forth in the Order Form(s). We may make changes to the Services provided that any such change



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does not materially adversely affect such Services. We will maintain the Services, as well as install and operate any SNiP-provided Equipment, at no additional charge to you unless such charges are (i) specifically set forth in an Order Form, an addendum, or applicable Tariffs ("Routine Maintenance"); (ii) for maintenance or repairs by us which is necessitated by unauthorized acts or omissions by you or others; or (iii) for technical assistance or support with respect to any Customer Equipment not provided by us which is used in conjunction with the Services, including, without limitation, assistance in connecting the Customer Equipment to our Equipment and support in identifying and/or correcting problems within the Customer Equipment. Except with respect to Routine Maintenance, our standard dispatch service charge(s) in effect at the time shall apply. Without limiting the foregoing, Customer acknowledges and agrees that SNiP shall not be responsible for cabling to connect any Customer Equipment (or other equipment not provided by SNiP) to SNiP Products or Services or any inside wiring necessary for the proper installation of the equipment.

13.2 Problems with the Services caused by any Customer Equipment are your responsibility and you must still pay for the Services. If we determine that any Customer Equipment is likely to cause a hazard or Service obstruction, you agree to eliminate such likelihood upon request. We will troubleshoot difficulties caused by such Customer Equipment upon request, at our standard rates and terms.

13.3 We reserve the right to charge a cancellation or rescheduling fee in the event: (i) you cancel a Order Form (or any portion thereof) prior to the requested Service start date; (ii) you request a delay in the requested Service start date; or (iii) you otherwise delay our provisioning of the Services.

13.4 We reserve the right to cancel, re-price or reschedule an installation in the event: (i) our or our subcontractor's facilities can not support the ordered service (or any portion thereof); (ii) the installation of the ordered service is outside of our service area; (iii) requires network infrastructure not normally involved in the design or provisioning of the Services; or (iv) Customer fails to make Customer LAN VoIP ready for VPS services.

14. **Notices:** Notices must be in writing. Any notice to SNiP must be delivered personally, overnight courier, registered or certified mail to:

SNiP LINK, L.L.C.  
100-A Twinbridge Drive  
Pennsauken, NJ 08110  
Attn: Contracts Administration

We will send notices to your billing address set forth on the Order Form, or by including it in your monthly invoice. Notices to you will be deemed given seven (7) days following the date of our deposit with the U.S. postal service to such billing address.

### 15. Additional Terms Concerning DSL Service Provisioning

15.1 Customer understands that SNiP will make commercially reasonable efforts to provision DSL. However, provisioning of Service is contingent upon the availability of DSL capable local loops to the Customer's location being made available to SNiP. If no such DSL-capable local loop is available to SNiP, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of your Service will be delayed as well.

15.2 Customer understands that the actual bandwidth that can be delivered on a DSL capable loop will not be determined until the time of service installation. The actual bandwidth may be different than the estimated bandwidth provided to you by SNiP at the time of ordering the service and may vary during the Service Period.

### 16. Domain Name System Services

16.1 The Customer may, from time to time, request that SNiP to host the Customer's IP addresses or domain names, or ask SNiP to submit to a domain name registrar, on the Customer's behalf, domain name registration applications (each, an "Application"), for domain names that the Customer selects (each, a "Domain Name"). SNiP is not a domain name registrar. SNiP's charges for hosting any of the Customer's IP addresses or domain names, or charges for any Domain Name management related services (collectively the "DNS Services") do not include the domain name registrar's fees. The Customer shall be responsible for, and shall promptly pay, all DNS Service charges and domain name registrar's fees. Customer represents and warrants that (i) all statements on the Application are materially true and correct; (ii) none of the requested Domain Names or the Customer's use of any Domain Name will interfere with the ownership or intellectual property rights of any third party, infringe upon any trademark, service mark or other personal, moral or property right, and (iii) the Customer has a legitimate business purpose for registering each Domain Name, which purpose relates to its purchase of the Service.

16.2 With respect to any Domain Name, SNiP may elect to terminate or suspend its hosting of or provision of any DNS Services with respect to any or all of the Customer's Domain Names immediately upon written notice if: (i) an Application is rejected; (ii) the Domain Name Registration is revoked or placed on "hold" or assigned to a third party; or (iii) SNiP receives or becomes aware of any complaints, conflicting claims, disputes or court orders regarding the Domain Name.

16.3 "Downstream Provider Services" or "DSP Services" are defined as those activities of an entity or company which relate to the provision of IP address or DNS Services to third parties, where such entity or company does not own the IP addresses being used as part of such IP address or DNS services. Examples of the entities or companies which provide DSP Services include, but are not limited to, Internet Service Providers, Internet Access Providers, Application Service Providers and resellers.

16.4 SNiP's DNS Services are only available to that portion of the Internet Service which does not involve DSP Services. DNS Services are not available to third parties given access to any SNiP Service by the Customer, regardless of whether such parties have purchased services from the Customer. In addition, the Customer will be allowed to host one domain name owned by it on SNiP's name servers as part of SNiP's DNS Service. Any additional domain name hosting which SNiP may offer to provide to the Customer will incur additional charges.

16.5 Customer agrees to abide by the network number and domain name policies set forth in SNiP's Specifications. In all instances, SNiP network numbers and IP addresses utilized by Customer remain SNiP property, shall be nontransferable and Customer shall have no right to use such numbers or IP addresses upon termination or expiration of the Agreement or Service. Customer at all times has responsibility for its own domain name.

16.6 THE DNS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL SNiP BE LIABLE FOR PROVIDING, FAILING TO PROVIDE, OR THE PERFORMANCE OR THE FAILURE TO PERFORM OF THE DNS SERVICES. WITHOUT LIMITING THE FOREGOING, SNiP DOES NOT MAKE ANY WARRANTIES REGARDING THE HOSTING OF ANY OF THE CUSTOMER'S IP ADDRESSES OR DOMAIN NAMES, THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR THE CUSTOMER'S RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. SNiP IS NOT REQUIRED TO PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME.

### 17. Telephone Number Reservations and Local Number Porting (LNP)

17.1 Customer has no ownership rights to and may not transfer or duplicate any assigned telephone number that may be provisioned by us to be used with any Service, and agrees we may change any such telephone number at any time with or without prior notice to you. SNiP does not guarantee that any particular telephone number will be available for use by Customer until such time as that telephone number is installed and is listed as working, and shall not be liable for any costs, such as the costs of printing business stationary, Customer incurs in anticipation that a particular telephone number will be available. Customer represents and warrants that it is not an agent for any third party and that it is the exclusive end user subscriber for any local telephone numbers that are requested to be ported (LNP) to SNiP from another carrier.

### 18. Letter of Agency for Provisioning of Switched and Toll Free Services

18.1 Customer authorizes SNiP to notify the local telephone company to switch their long distance service and/or local toll service (as selected by Customer) to SNiP. Customer may select only one interstate or InterLATA long distance carrier and one intrastate or local toll carrier per telephone number. Customer may select one toll service provider as interstate or InterLATA primary interexchange carrier and as intrastate or IntraLATA primary interexchange carrier but may have different service providers for each. Customer understands that the local telephone company may assess a nominal fee to switch their long distance carrier and local toll carrier. Also the local telephone company may assess a nominal fee if Customer decides to change back to their original toll service provider(s). Fee only applies to new customers or new lines switched to SNiP.

18.2 Toll Free Responsible Organization. Customer authorizes and directs SNiP LINK to change the RespOrg code in the SMS/800 to the appropriate SNiP LINK RespOrg code for any Toll Free number(s) requested. Customer represents and warrants that it is not an agent for any third party and that it is the exclusive end user subscriber for any Toll Free number(s) requested. Customer agrees to hold harmless and indemnify SNiP LINK (and its contractors) from all liability and expenses for any breach of that representation and warranty.

19. **NO WARRANTIES** SNiP warrants that its Services will conform to SNiP's Specifications on the day installed. Thereafter, SNiP shall maintain the Services pursuant to SNiP's Specifications, and subject to the terms and conditions of this Agreement. EXCEPT AS OTHERWISE SET FORTH HEREIN, ALL SERVICES AND ANY SNiP OWNED OR PROVIDED EQUIPMENT USED BY CUSTOMER, ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SNiP MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF THE DATA AND/OR INFORMATION SENT OR ACCESSED THROUGHOUT ITS NETWORK, OR THAT THE SERVICES WILL BE ERROR FREE.

## SNiP Business Service Agreement (BXA)

### 19. LIMITATION OF LIABILITY:

19.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, UNDER NO CIRCUMSTANCE SHALL SNIP AND ITS PARENT, AFFILIATES, AND SUBSIDIARIES, AND ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) WHETHER OR NOT FORESEEABLE THAT RESULT IN ANY WAY FROM CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, OR CUSTOMER'S RELIANCE ON INFORMATION PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, EVEN IF SNIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EXCEPT FOR THE SERVICE LEVEL CREDITS AVAILABLE IN CASE OF OUTAGES AS SPECIFIED IN THE SERVICE LEVEL AGREEMENTS, SNIP'S ENTIRE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE LESSER OF: \$100,000, OR THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO SNIP DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. NO ACTION OR PROCEEDING AGAINST SNIP MAY BE COMMENCED MORE THAN ONE (1) YEAR AFTER THE SERVICES GIVING RISE TO THE CLAIM ARE RENDERED.

19.2 NOTWITHSTANDING THE FOREGOING, CUSTOMER'S SOLE REMEDY FOR PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES PURSUANT TO SNIP'S SERVICE SPECIFICATIONS SHALL BE REPAIR OR REPLACEMENT OF THE SERVICES OR ANY SERVICE LEVEL CREDITS AVAILABLE UNDER THIS AGREEMENT.

19.3 WE SHALL NOT BE LIABLE, EITHER IN CONTRACT OR IN TORT, FOR ANY FAILURE TO PROVIDE PROTECTION FROM UNAUTHORIZED ACCESS BY YOUR TRANSMISSION FACILITIES OR CUSTOMER EQUIPMENT; OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, EVEN SHOULD SUCH ACCESS OCCUR AS A RESULT OF OUR NEGLIGENCE.

19.4 WE SHALL NOT BE LIABLE FOR CLAIMS OR DAMAGES CAUSED BY THE FAULT, NEGLIGENCE, OR ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDER OF SERVICES, OR OTHERS CLAIMING THROUGH YOU; YOUR FAULT, NEGLIGENCE OR ACTS OR OMISSIONS, OR THAT OF OTHERS CLAIMING THROUGH YOU; CLAIMS AGAINST YOU BY AN OTHER PARTY; OR INSTALLATION OR REMOVAL OF EQUIPMENT FURNISHED BY US OR ANY SERVICE PROVIDER, EXCEPT WHERE CAUSED BY THE GROSS NEGLIGENCE OF SNIP.

### 20. Indemnity:

20.1 YOU ARE SOLELY RESPONSIBLE FOR USE OF THE SERVICES USED BY YOU AND THOSE AUTHORIZED BY YOU TO USE THE SERVICES. YOU ARE ALSO RESPONSIBLE FOR RESTRICTING ACCESS TO THE SERVICE AND PREVENTING UNAUTHORIZED USAGE. WE ARE NOT RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE, COMPATIBILITY OR PERFORMANCE OF ANY CUSTOMER EQUIPMENT, AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR PARENT, AFFILIATES, AND SUBSIDIARIES, AND OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS AND SUBCONTRACTORS, HARMLESS FROM AND AGAINST ALL THIRD PARTY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, JUDGMENTS, COSTS AND REASONABLE ATTORNEYS' FEES AND EXPENSES OF ANY KIND WHATSOEVER CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF YOU (INCLUDING YOUR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS) WHICH ARISE OUT OF OR ARE CAUSED BY YOUR PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT; AND WHICH RESULT IN CLAIMS AND DEMANDS FOR DAMAGES TO PROPERTY OR FOR INJURY OR DEATH TO PERSONS, INCLUDING PAYMENTS MADE UNDER ANY WORKER'S COMPENSATION LAW OR UNDER ANY PLAN FOR EMPLOYEE'S DISABILITY OR DEATH BENEFITS; CLAIMS FOR LIBEL, SLANDER, INVASION OF PRIVACY OR INFRINGEMENT OF COPYRIGHT, AND INVASION AND/OR ALTERATION OF PRIVATE RECORDS OF DATA ARISING FROM ANY INFORMATION, DATA, OR MESSAGE TRANSMITTED OVER THE NETWORK BY YOU, INCLUDING WITHOUT LIMITATION, ANY CUSTOMER CONTENT; AND CLAIMS FOR INFRINGEMENT OF PATENTS OR COPYRIGHTS ARISING FROM THE USE OF OR MISUSE OF SERVICES, EQUIPMENT AND SOFTWARE, APPARATUS AND SYSTEMS NOT PROVIDED HEREUNDER IN CONNECTION WITH THE SERVICES.

20.2 Customer shall defend, indemnify, and hold harmless SNIP, and its parent, affiliates, and subsidiaries, and its and their respective directors, officers, employees, members, shareholders, agents, subcontractors, other SNIP customers, licensors, and other Internet users from and against all damages, claims, actions and liabilities arising from or relating to Customer's Content, or any misuse of SNIP's Internet Services, including any claims from Customer's end users.

21. **Title and Risk of Loss** Any Equipment provided by us is ours and we retain both ownership and title, whether or not embedded in or attached to reality. When the Equipment is delivered to your designated site, you become responsible for any damage to the Equipment and you must protect it from theft or destruction. In addition, you must keep any Equipment free of any liens or encumbrances.

22. **Use of Software.** Where Customer utilizes Services containing programming software, SNIP grants to Customer a limited, non-exclusive, non-transferable, revocable license to use such programming or software for the sole purpose of enabling Customer to use such Services. Title and property rights to all Services, including any such software, are and shall remain with SNIP. Customer recognizes that Services, programming and software used hereunder constitute valuable trade secrets of SNIP. Customer shall use, protect, and keep confidential all SNIP provided software used by it, and shall not, nor permit others to, examine, copy, alter, "reverse engineer", lampar with, or otherwise misuse any SNIP Services, including but not limited to, any software.

### 23. Miscellaneous:

23.1 You agree that there are no third party beneficiaries of this Agreement and that none are intended. Either party may sell, transfer, or assign this Agreement without the other party's consent, so long as the sale, transfer or assignment is to an Affiliate, or to an entity acquiring all or substantially all of the party's assets. Except in the case of an assignment to an Affiliate or to an entity acquiring all or substantially all of a party's assets, neither party may sell, transfer, or assign this Agreement without the other party's prior written approval. Any sale, transfer, or assignment that does not comply with the provisions of this paragraph is void, and shall not relieve the assigning party of its obligations under the Agreement. Consent to a sale, transfer, or assignment of the Agreement shall not be unreasonably withheld. We reserve the right to withhold consent to any sale, transfer, or assignment based on a credit approval of any proposed purchaser, transferee, or assignee.

23.2 We will not have responsibility or liability for any Force Majeure Event. We will notify you in the event of any Force Majeure Event and if the Force Majeure Event continues for more than sixty (60) days, either party may cancel the affected Service, with no further liability.

23.3 We do not waive our future or other rights just because we fail to strictly enforce certain rights. The provisions of this Agreement are severable. In the event any that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remainder of the Agreement shall remain enforceable in accordance with its terms.

23.4 Neither party may use the other party's name or logo without prior written approval.

23.5 Our provision of the Services is subject to our continuing approval of your credit-worthiness.

23.6 We will use commercially reasonable means to protect the confidentiality of your account information. We may assume that any person able to provide your name, address, the last four digits of your social security number, and/or information about you which is not publicly available is authorized by you to receive information about and make changes to your account, including adding new Services. If you are receiving Services through your employer, you authorize us to share your account information with your employer.

23.7 Where permitted by law or regulation to consent in this manner, you consent to SNIP sharing information about the amount, type and destination of the telecommunication services you use, and your customer proprietary network information with our affiliates, agents, and contractors to develop or bring to your attention any Services that may satisfy your telecommunications needs or give us the ability to respond to your concerns. You have a right, and we have a duty, under federal law to protect the confidentiality of this information. This consent survives the termination of the Service and is valid until you notify us in writing of your desire to remove it. Removing consent will not affect your current Service.

23.8 We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and you consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property or pursuant to court order or subpoena.

23.9 The Agreement represents the entire agreement relating to the subject matter hereof and supersedes all oral and written communications, proposals or prior agreements. The Agreement may not be modified except by written amendment by the parties. No agent, employee or representative of either party has authority to bind the parties to any representation or warranty unless such representation or warranty is specifically included in the Agreement, or written amendments thereto. In the event of a conflict between any of the terms of the Agreement, the following order of precedence will apply: (i) the first page of this Customer Agreement; (ii) the applicable Order Form(s) (which are not subject to Tariffs); (iii) these General Terms and Conditions; and (iv) the applicable Tariffs.

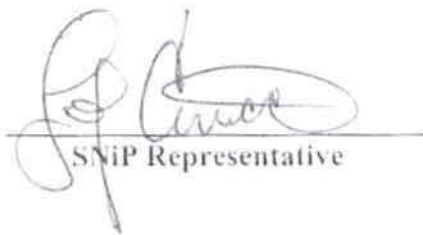
23.10 This Agreement shall be governed by the substantive law of the State of New Jersey without reference to its principles of conflicts of laws, and the exclusive jurisdiction of the federal and state courts of the State of New Jersey.

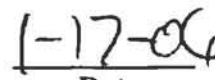
**PROPOSAL MUST INCLUDE:**

**Section 3: a.**

**Addendum to SNiP BX Agreement Rev. 102703**

**"This contract is contingent upon School Board approval and the District receiving a Funding Commitment Decision Letter (FCDL) from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, this agreement would be null and void.**

  
\_\_\_\_\_  
SNiP Representative

  
\_\_\_\_\_  
Date





VERIZON WIRELESS\* RESPONSE TO REQUEST FOR PROPOSAL

*We Never Stop Working For You.<sup>SM</sup>*

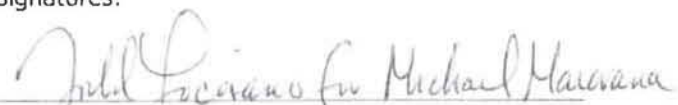
**BLANKET PURCHASE AGREEMENT  
HARAMBEE INSTITUTE CS  
GSA Federal Supply Service Information Technology  
Schedule Number GS-35F-0119P  
SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304)  
(Excluding local and long distance voice, data, video, and dedicated transmission services  
which are NOT mobile.)**

**HARAMBEE INSTITUTE CS (Customer)** and Verizon Wireless enter into a Blanket Purchase Agreement (BPA) to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract(s) **GS-35F-0119P**.

BPAs written to Federal Supply Schedule holders eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of bids and offers. BPAs are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 13.303.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures:

  
Michael Maiorana  
Vice President  
Federal Government Sales Operations  
Verizon Wireless  
7600 Montpelier Road  
Laurel, MD 20723  
240-568-1300  
[Michael.Maiorana@verizonwireless.com](mailto:Michael.Maiorana@verizonwireless.com)  
1/19/06  
date

  
NAME  
TITLE C.E.O.  
HARBEE INSTITUTE CS  
ADDRESS  
ADDRESS  
PHONE  
EMAIL  
1/23/06  
Date



## VERIZON WIRELESS' RESPONSE TO REQUEST FOR PROPOSAL

*We Never Stop Working For You.<sup>SM</sup>*

The following terms and conditions of this Blanket Purchase Agreement (BPA) are agreed to:

### **(1) SCOPE AND TERM**

- (a) All items approved by the General Services Administration (GSA) on Federal Supply Schedule (FSS) GS-35F-0119P, SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) are available for ordering against this BPA.
- (b) This BPA expires on the ending date of the Federal Supply Service Schedule

### **(2) ORDERING MINIMUM AND MAXIMUM**

The volume of purchases through this BPA will have no minimum or maximum limit.

### **(3) OBLIGATION OF FUNDS**

This BPA does not obligate any funds. Funds will be obligated on orders issued against this BPA.

### **(4) AUTHORIZED PURCHASERS**

Authorized purchasers under this BPA are warranted CUSTOMER representatives. Authorized Signers list to be provided by CUSTOMER in separate document.

### **(5) PRICING AND DISCOUNT**

- (a) The GSA FSS pricing has been determined fair and reasonable by the General Services Administration. Prices to Authorized Purchasers hereunder shall be as low or lower than those charged Verizon Wireless' customers purchasing under Federal Supply Schedule (FSS) GS-35F-0119P for comparable quantities under similar terms and conditions. Verizon Wireless is responsible for updating any BPA rate schedules.
- (b) Verizon Wireless can voluntarily reduce prices under the Agreement at any time. Spot discounts may be applied to any delivery order as offered by Verizon Wireless. Verizon Wireless may submit a revised rate schedule as an attachment to this BPA and/or negotiate rates for each individual delivery order.
- (c) Discounts against the current GSA Federal Supply Schedule Prices extended to CUSTOMER under this BPA are as follows:
  - (i) 19% discount from retail, monthly service charges on qualifying plans of \$34.99 and higher
  - (ii) 10,000 line - 2yr commitment discount equipment matrix as revised at least quarterly
  - (iii) 25% discount on accessories
  - (iv) Early Termination and Activation Fees are waived
  - (v) This contract is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from the Universal Service Administration Company (USAC) for the requested amount. The school/district has the option of reducing the scope of the contract. If, for any reason, funding is denied, this agreement would be null and void.





## VERIZON WIRELESS' RESPONSE TO REQUEST FOR PROPOSAL

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(vi) Verizon Wireless certifies that we are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government. Furthermore, should the company become the subject of the Red Light Rule, the contract would be null and void and Verizon Wireless would assume any costs of collection for any goods and services provided.

### (6) ORDERING PROCEDURES

#### (a) ORDERING

(1) Supplies and/or services to be furnished under this BPA shall be acquired by orders (and modifications and supplements thereto) issued and signed by the ordering officer designated in paragraph (c) below. Unless the contractor rejects an order in writing within five (5) working days of receipt of such order, the contractor's acceptance shall be final. Upon acceptance by the contractor, each order becomes a separate contract for the supplies or services specified.

(2) All orders are subject to the terms and conditions of this BPA, which shall control in the event of conflict with any order.

#### (b) CONTENTS OF ORDERS

Orders shall contain the following information:

(1) BPA number, order number, date, and type of order (fixed price, completion type). Delivery orders placed against this BPA will be fixed-priced in accordance with FAR PART 12, Acquisition of Commercial Items, and the terms and conditions of the GSA Schedule. FAR Part 12.207, Acquisition of Commercial Items-Contract Type, mandates the use of firm-fixed price contracts when acquiring commercial items or services.

(2) Item number and description, quantity, and unit price or prices

#### (c) PROCESSING OF ORDERS

(1) The authorized ordering representative or phone administrator may communicate a detailed description of the requirement and required delivery schedule to the contractor, either orally or in writing.

(2) If so requested, within ten (10) calendar days after receipt of the information, the contractor shall prepare and send to the authorized ordering representative a fully substantiated, detailed, priced proposal with the unit prices and delivery schedule.

(3) The authorized ordering representative may use the information provided on price and delivery as a basis for any further negotiations with the contractor.

(4) Upon final agreement with regard to the price and delivery, a priced order shall be issued.

### (7) ORDER MODIFICATIONS

(a) CUSTOMER will designate those representatives authorized to approve modifications to orders placed under this BPA, as long as those modifications do not result in an increased cost or obligation to CUSTOMER. These changes will be communicated to the **INSERT CUSTOMER POINT OF CONTACT** on a periodic basis (weekly, bi-weekly, or monthly depending on the volume of the modifications), and will then be memorialized via an official modification.



## VERIZON WIRELESS' RESPONSE TO REQUEST FOR PROPOSAL

*We Never Stop Working For You.<sup>SM</sup>*

- (b) All modifications requiring additional funding or obligation by CUSTOMER shall be done via formal modifications signed by a warranted authorized CUSTOMER representative.

### (8) MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

\*\*\*Shipment information will be designated by the ordering entity.

### (9) INSPECTION AND ACCEPTANCE--DESTINATION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination specified by **HARAMBEE INSTITUTE CS**

### (10) SUBMISSION OF INVOICES

(a) Contractor's Ordering Address and Payment Information:

- a. Ordering Address: Verizon Wireless FSS - Government CUSTOMER Service 7600 Montpelier Road Laurel, Maryland 20723
- b. For Payment: Verizon Wireless P.O. Box 17464 Baltimore, Maryland 21297-1464
- c. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
- d. The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: Verizon Wireless FSS Government CUSTOMER Service Team: 1-800-295-1614.

(b) Electronic invoices or hard copy invoices shall be sent directly to the address listed in the individual orders. The invoice will then be forwarded to vendor pay for payment. All payments will be paid by the **HARAMBEE INSTITUTE CS** office identified in the individual delivery order.





VERIZON WIRELESS<sup>SM</sup> RESPONSE TO REQUEST FOR PROPOSAL

We Never Stop Working For You.<sup>SM</sup>

**America's Choice<sup>SM</sup> for Business with Push to Talk: GSA FEDERAL SUPPLY SUBSCRIBERS ONLY**

The America's Choice for Business with Push to Talk Calling Plans qualify for monthly access fee discounts and promotions, when available. The 19% discount to the Standard Monthly Access Fee has been applied, as indicated herein and is not eligible for any further discount

Standard Monthly Access Fee	\$40.49	\$56.69	\$72.89	\$89.09	\$129.59
Anytime Minutes	450	900	1350	2000	4000
One to One Push to Talk <sup>1</sup>			Unlimited		
Overage Rate			\$0.25 per minute		

Subscribers may choose one of the following two options\*

**Option 1 Unlimited IN Calling & Unlimited Nights and Weekends option\***

Nights and Weekends Minutes <sup>11</sup>	Unlimited
IN Calling Minutes <sup>111</sup>	Unlimited

**Option 2 Additional Anytime Minutes & Unlimited IN Calling option\***

Additional Anytime Minutes	100	200	300	500	1000
	(550 total)	(1100 total)	(1650 total)	(2500 total)	(5000 total)
IN Calling Minutes <sup>111</sup>	Unlimited				

\*Subscriber may choose only one of the two option packages above

Share Option (Non-National)	\$4.05
	(monthly access per subscriber in addition to standard monthly access fee)

**Promotional America's Choice<sup>SM</sup> for Business Share Push to Talk Plan: GSA FSS SUBSCRIBERS ONLY**

Standard Monthly Access Fee	\$36.44**
Anytime Minutes	200
One to One Push to Talk <sup>1</sup>	Unlimited
Overage Rate	\$0.25 per minute
Nights and Weekends Minutes <sup>1</sup>	Unlimited
IN Calling Minutes <sup>11</sup>	Unlimited
Share Option (Non-National)	Included

**Note:** The America's Choice home anytime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. <sup>1</sup>Push to Talk terms and conditions apply. <sup>11</sup>Nights and Weekends terms and conditions apply. <sup>111</sup>IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home anytime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.

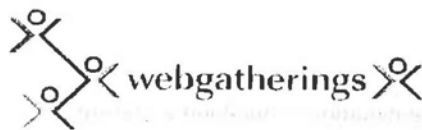
**Share Option:** Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option.

**Non-National Sharing:** Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the Non-National Share Option, at all times to qualify. Otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets. Geographic regions may contain multiple Verizon Wireless markets. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing. \*\*Promotional \$36.44 America's Choice for Business Share Push to Talk 200 minute plan is available through 3/31/2006. This plan is only available as a Non-National Share plan.

FRN 1406250







## Web Hosting and Email Services Agreement

### Webgatherings Signature Page

Initial Term: July 1, 2006 – June 30, 2007

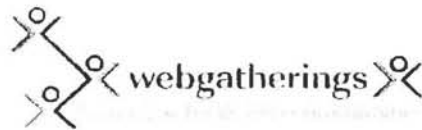
Client Name: **HARAMBEE CHARTER SCHOOL**

Client Registered Address: **636-640 NORTH 66TH. STREET, Philadelphia, PA 19151**

This Summary Service Agreement and Signature page for the Webgatherings' WEB HOSTING AND EMAIL SERVICE AGREEMENT ("Agreement") is made and entered into as of the Effective Date, by and between Webgatherings, LLC, a Pennsylvania limited liability company with its registered office located at 449 North Highland Avenue, Merion Station, PA 19066 ("Webgatherings") and **HARAMBEE CHARTER SCHOOL** ("Client"), and consists of this signature page, order forms, schedules, addenda, exhibits, attachments and any other documents attached hereto, which are incorporated in full by this reference. All provisions and obligations for service and pricing shall be as outlined in Bid Document.

Thus, Webgatherings' Summary Service Agreement (Item 21 Attachment) contains the complete agreement regarding the transactions between Client and Webgatherings and replaces any prior oral or written communications between said parties. By signing below, the parties agree to be legally bound by the terms of this Summary Service Agreement, Bid Document and Webgatherings' Standard Product Contract.

In consideration of the foregoing and of the mutual covenants and promises set forth herein, the parties signing below, intending to be legally bound, hereby agree to all of the terms and conditions of this Agreement.	
<b>Webgatherings, LLC</b> (Fed. Tax ID 680579999)	Client <i>Harambee</i>
Signature <i>Irene Glickman</i>	Signature <i>John D. Skief</i>
Print Name Irene Glickman	Print Name <i>John D. Skief</i>
Title Principal	Title <i>CEO</i>
Date January 13, 2006	Date <i>1/23/06</i>



# Web Hosting and Email Services Agreement

## **Webgatherings Summary Of Services Agreement (Item 21 Attachment)**

Item 21 Attachment						
Applicant: HARAMBEE CHARTER SCHOOL			Application: 591140000568973			
BEN: 228148						
Narrative description: E-mail accounts and E-mail Hosting, Web Hosting for communications website						
Service Description	Quantity	Description	Unit Cost	Ineligible Service	Eligible Services Extended Pre-discount Cost	
					Recurring	Non-Recurring
Domain name registration	1	Domain Name Registration is the registering of the name and the charge associated with the registration process	\$ 35.00	2010 \$5	\$35.00	
E-Mail Account Fees	600	E-Mail account fees include training teachers and e-mail managers at the school in the setting up and accessing of e-mail.	\$ 6.00		\$3,600.00	
E-Mail Service	1	Setup includes branding e-mail with the school logo and accessing e-mail via the school's own domain name.	\$ 350.00			\$ 350.00
Web Hosting	1	Web Hosting includes two FTP accounts, 10 gigabytes for webspace and storage, unlimited bandwidth per month, Active Server Pages and ASP components, FrontPageServer 2002 Extensions. Media streaming and large graphic traffic available.	\$1975.00		\$175.00	\$1,625.00
			Total :		\$3,810.00	\$1,975.00

Attachment 21 as recommended on the USAAC web site: <http://www.si.universalservice.org/reference/Form471item21Attachments.asp>





## Web Hosting and Email Services Agreement

### TERMS AND CONDITIONS

#### Section 1: Services

1.1 Scope. Webgatherings will provide Client with access to and use of the web-hosted email services and access to an ftp account for creating and updating its website as set forth on the signature page and further described is the Summary of Services("Services").

1.2 Service Access. Webgatherings shall provide Client with a user identification and password (together "Access Code") in order to access and update the Services. Webgatherings will distribute the Access Code and activate the Service within three (3) business days of receiving the first payment due hereunder.

1.3 Service Setup. Client shall designate at least one, and not more than three, representatives from the administration, faculty or parent body as the administrator ("Site Administrator"). Webgatherings shall provide limited training for the Site Administrator, included as part of certain qualified Service offerings ("Introduction Training"). Introduction Training shall be for the limited duration as determined by the respective Service. The scope of the Introduction Training shall be limited to the training required to setup, update and administer the email Service and will not include, for example, training in connection with the Client's computer hardware, internet browser, operating or other software, internet service or internet connections or data conversions. Webgatherings will not train Site Administrator on how to create a website or how to update a website.

1.4 Security. Webgatherings shall use commercially reasonable efforts to secure the Service against unauthorized access. Client shall comply with any reasonable security procedures that Webgatherings may establish from time to time. Client shall not directly or indirectly attempt to access any other client's data. Client shall be responsible for the acts of any person to whom it provides its Access Code. In the event of a security breach, Webgatherings shall have the right to immediately suspend the Service, pending an investigation and resolution of the security breach.

#### Section 2: Support and Maintenance

2.1 Support. Webgatherings shall be available to provide email support for the Client between 9:00 a.m. and 5:00 p.m. Eastern Standard Time ("Normal Business Hours"). Webgatherings will use commercially reasonable efforts to respond within

twenty four (24) hours of receiving an email request for support. All support matters shall be directed through the Client's Site Administrator to support@webgatherings.com. Webgatherings is not obligated to accept any support inquiries from any users that are not authorized Site Administrators. Client may request assistance that is outside of the standard support provision by request in accordance with Section 3 (Additional Services).

2.2 Maintenance. Webgatherings shall have the right to perform any routine and emergency maintenance ("Maintenance") required to maintain the quality and stability of the Service. Client acknowledges and accepts that any such required Maintenance may limit or suspend the availability of the Services. The suspension of the Services pursuant to this Section shall not be deemed to be a violation by Webgatherings of any of its obligations under this Agreement. Notwithstanding the above and subject to the provisions in Section 14 (Force Majeure), suspension of the Service shall not exceed a period of thirty (30) calendar days.

2.3 Backups. Webgatherings is responsible for providing daily backups of Client data. The daily backups will be maintained by Webgatherings on backup tapes. In the event of a loss of data, Webgatherings will restore the data from the last available backup tape within forty eight (48) hours of receiving notice of the loss.

#### Section 3: Additional Services

Client may request additional services, including without limitation, training, consulting, data conversions and custom development (together "Additional Services"), which will be charged to the Client in accordance with this Section. Any such requests are subject to a two (2) hour minimum commitment and shall be agreed in writing using the separate Order Form available upon request. All separate Order Forms shall become part, and subject to the terms and conditions, of this Agreement.

3.1 Training. Training that is not included as part of the limited Introduction Training set forth in Section 1.3 (Service Setup) is available on a time and materials basis at Webgatherings' then current standard rates.

3.2 Consulting and Development. Upon request by the Client, Webgatherings shall provide consulting and custom development services on a time



## Web Hosting and Email Services Agreement

and materials basis at Webgatherings' then current standard rates.

**3.3 Data Conversion.** Webgatherings will provide limited training during the Introductory Training on the process for managing email accounts. The Client is responsible for the actual data conversion, if there is any and for all data entry. The Client may request assistance from Webgatherings to complete the initial conversion and import of data to the Service ("Data Conversion"). Data Conversions are available to Clients on a time and materials basis at Webgatherings' then current standard rates.

### Section 4: Term

This Agreement is effective and the parties' obligations commence on the Effective Date and continue in effect until the expiration of the Initial Term, unless terminated earlier in accordance with Section 15 (Termination). Upon expiration of the Initial Term, this Agreement will automatically renew on a month-to-month basis (each month a "Renewal Term") unless and until (i) either party terminates this Agreement by written notice to the other party thirty (30) days in advance of the expiration of the then current term or (ii) the parties agree and execute a new extended term agreement. Client may, at its discretion, renew selected Services and terminate others; provided, however, that the Client includes the minimum required Category 1 Service in the Renewal Term.

### Section 5: Fees, Taxes and Payment

**5.1 Payment Obligation.** Client shall pay to Webgatherings the fees for Services in accordance with the terms of this Agreement, the signature page. All Service Fees shall be paid in U.S. dollars. Webgatherings reserves the right to temporarily suspend or terminate Service in the event of non-payment. Suspension or termination due to non-payment shall be in accordance with the procedures set forth in Section 5.3 (Payment Procedure).

**5.2 Service Fee at Renewal.** The Service Fees during the month-to-month Renewal Term are set forth in the signature page. At the beginning of this Renewal Term in July 2007, Webgatherings reserves the right to increase the Service Fees by a percentage equal to the greater of ten percent (10%) or the average monthly change over the previous twelve (12) month period in the U.S. Consumer Price Index plus two and one half percent (2.5%). Webgatherings shall provide the Client with thirty (30) days advance notice of any such increase.

**5.3 Payment Procedure.** Webgatherings shall invoice the Client for the Service Fees in advance of the Service provision at the interval of a year. Amounts stated on each invoice are due and payable within

thirty (30) days after the date of the invoice ("Due Date"), unless otherwise specified on the signature page. In the event that Client fails to make timely payment, Webgatherings may, at its option, (i) provide fifteen (15) days written notice to the Client of its intention to temporarily suspend the Service unless and until the Client becomes current in its payment obligations, or (ii) provide notice of its intention to permanently terminate the Service and this Agreement in accordance with Section 15 (Termination).

**5.4 Taxes.** Client is responsible for paying all federal, state and local sales, use, value added, goods and services, excise, and other taxes pertaining to Client's use of the Services.

### Section 6: Webgatherings' Obligation

In addition to Webgatherings' responsibilities set forth elsewhere in this Agreement, Webgatherings represents and warrants that:

**6.1** the Services will be provided in a professional and workmanlike manner, in accordance with industry professional or technical standards;

**6.2** subject to Section 11 (Limited Warranty) the routine Maintenance set forth in Section 2.2 (Maintenance), it will use commercially reasonable efforts to maintain the availability of the Services twenty-four (24) hours a day, seven (7) days a week;

**6.3** the Service, subject to appropriate use by Client, is in compliance with all applicable federal, state and local laws, including, without limitation, the Children's Online Privacy Protection Act of 1998 and its regulation of information collected from children under the age of 13.

### Section 7: Client Obligations

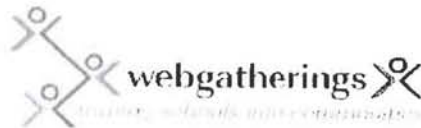
In addition to Client's responsibilities set forth elsewhere in this Agreement, Client represents and warrants that:

**7.1** Client shall cooperate with Webgatherings by making available, as requested by Webgatherings, information that Webgatherings reasonably deems necessary to accomplish its obligations and responsibilities hereunder;

**7.2** Client shall have sole and exclusive responsibility for the Access Code or other means necessary to restrict access to its information through the Services, and that Webgatherings will be held harmless for any breach in security as a result of the actions or inactions of the Client;

**7.3** Client shall have sole and exclusive responsibility and agrees to hold Webgatherings harmless for the content placed on the Client's





## Web Hosting and Email Services Agreement

personalized web site by its users through the Service, including, without limitation, the content communicated in any emails or instant messages by or between its users;

7.4 Client's use of the Service shall fully comply with all applicable federal, state and local laws;

7.5 Client shall not permit any person or entity, other than its authorized users to use or gain access to the Service and shall provide reasonable security devices to protect against unauthorized usage of or access thereto;

7.6 Client will not rent, lease, sublicense, distribute, transfer, copy or modify the Service;

7.7 Client is responsible, at its own expense, for providing all facilities and equipment required for Client's access to the Service.

7.8 Client shall designate the Site Administrator and furnish Webgatherings with the list of contact name(s) and email addresses(s) of those authorized as such.

7.9 Client shall comply with Webgatherings' Acceptable Use Policy ("AUP"), as amended from time to time and posted on its web site located at URL: [www.webgatherings.com](http://www.webgatherings.com).

7.10 Rights Generally; Copyright. Client acknowledges and agrees that all of the property and all other materials in connection with this Agreement, including, but not limited to, any software (in object code and source code form), script, programming code, data, domain names, copyright, trademarks, trade secrets, know-how, methodologies, processes and other information developed or provided by Webgatherings related to the Services (together "Webgatherings Property"), shall remain the sole and exclusive property of Webgatherings. The Service contains copyrighted software and content, which shall not be copied, distributed, sold or reproduced in similar form.

7.11 No Grant of License. This Agreement does not grant Client any license, title, or any limited rights of ownership in the Service or the Webgatherings Property. Customer may use the Service only in connection with the purposes of this Agreement

7.12 Data Ownership. Webgatherings understands and agrees that Webgatherings receives no ownership rights in the materials, data or records furnished by Client ("Client Data"). Except as specifically authorized by Client in writing, Webgatherings will not disclose Client Data to any third party or make any other use of Client Data.

7.13 Domain Names. Unless the Client established ownership of its domain name through a domain registrant other than Webgatherings, the personalized domain name registered by Webgatherings on behalf of the Client shall remain the exclusive property of Webgatherings.

### Section 8: Confidentiality

8.1 Confidential Information. Each party acknowledges that it may have access to confidential or proprietary information and trade secrets of the other party. Accordingly, the provisions of this Agreement, proprietary information and trade secrets of a party, and any information identified by the disclosing party as confidential (together the "Confidential Information"), shall be treated by all parties on a confidential basis. Neither party shall, unless required by law, disclose the other party's Confidential Information without the prior written consent of the other party.

8.2 Return of Information. Upon a party's request or the termination or expiration of this Agreement, such Confidential Information, including copies thereof, shall be returned by the receiving party or, if the disclosing party elects, shall be destroyed.

8.3 Privacy. Webgatherings will not sell, lend or rent any personally identifiable information about the Client or its users. Disclosure of information to Webgatherings' employees is on a need to know basis only as necessary perform the obligations herein.

### Section 9: Limited Warranty

Webgatherings warrants that it will render the Services provided hereunder in a professional and workmanlike manner. Except for the Client's right to terminate and receive a refund in accordance with Section 15 (Termination) and the Client's right to indemnification under Section 13, Webgatherings' sole responsibility and Client's exclusive remedy in the event of any material failure to meet such standard, shall be that Webgatherings shall make commercially reasonable efforts to remedy any resulting deficiencies. Any claim based on the foregoing warranty must be submitted in writing to Webgatherings within a reasonable period of time in order to provide Webgatherings with fair notice and an opportunity to remedy the resulting deficiencies.

### Section 10: Disclaimer of Warranty.

**EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WEBGATHERINGS PROVIDES THE SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WEBGATHERINGS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT**



## Web Hosting and Email Services Agreement

Webgatherings and Client with respect to the subject matter of this Agreement and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing.

**15.2 Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and legal representatives. Client may not assign this Agreement or any right granted hereunder, or sublicense, or permit any other person to obtain or exercise any rights in this Agreement or in respect of the Service in whole or in part.

**15.3 Governing Law.** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws provisions thereof. Other than as provided in Section 16.5 (Arbitration), any action brought pursuant to this Agreement shall be commenced in federal or state court located in the Commonwealth of Pennsylvania. The parties hereby consent to personal jurisdiction in the federal and state courts in Pennsylvania and waive any right to a change of venue.

**15.4 Severability.** If any provisions of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

**15.5 Arbitration.** The parties agree that, if they are unable to resolve any dispute arising under this Agreement within thirty days (30) days after notice of dispute, such dispute shall be settled by binding, non-appealable arbitration administered by the Philadelphia office of the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitrator may award any remedy he or she deems necessary, including monetary, equitable or injunctive. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All defenses based on the passage of time shall be tolled pending termination of the arbitration. Nothing in this Section shall preclude a party from seeking injunctive relief in order to protect its rights pending arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver or breach of the obligation to arbitrate.

**15.6 Notice.** Unless otherwise specified herein, any notices or other communications required or permitted hereunder shall be given in writing and be delivered personally or sent by a nationally recognized overnight courier to the Client at the address specified on the signature page and to Webgatherings at 449 North Highland Ave., Merion Station, PA 19066, Attn: Irene Glickman (or as subsequently designated by a party by notice to the other party given in accordance with this Section). Such notices or other communications shall be effective on the date of receipt.

**15.7 Survival of Terms.** The provisions of Sections 8 (Property Rights), 9 (Confidentiality), 11 (Disclaimer of Warranties), 12 (Limitations of Liability), 13 (Indemnity) and 16 (General) shall survive termination of this Agreement for any reason.

**15.8 Independent Contractors.** The parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**15.9 Authority to Contract.** Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed. Each party further represents that it has not entered into nor will it enter into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing hereunder.

**15.10 Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

**15.11 No Waiver.** No provision of this Agreement may be waived, amended or otherwise modified except by a written agreement signed by each party hereto. The waiver by either party of the breach of any provision hereof shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

**15.12 Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.

END MAIN BODY OF TERMS AND CONDITIONS





## **Geoffrey P. Deans**

45 E. City Line Ave. #345  
Bala Cynwyd, PA 19004  
V-(215) 206-5525 F-(215) 477-0740  
e-mail: [gpdeans@verizon.net](mailto:gpdeans@verizon.net)  
**SPINN # 143020516**

01-10-06

### **E-RATE INTERNAL CONNECTIONS (LAN SUPPORT CONTRACT)**

E-rate eligible equipment covered by contract

4 Servers (DHCP, DNS, E-Mail & Web Server)  
5 Wireless Access points  
4 Switches  
1 Router & CSU/DSU  
1 Firewall

The LAN Support Agreement covers.

#### **Network Maintenance**

Update IOS in the Cisco equipment  
Reconfigure Network Address Translation and change port mapping in the router  
Install Service Packs on Servers  
Perform mail Database maintenance on Exchange Servers  
Install Exchange related Service Packs  
Reconfigure or update DNS and DHCP settings  
Resolve any hardware problems on the covered equipment  
Resolve any MS Windows related problems on Servers  
Help maintain proper backup operations and resolve issues relating to that software and hardware

#### **Server Maintenance**

Review system, console, backup, antivirus and service logs for any problems and troubleshoot them.  
Rotate log files and make sure periodic maintenance scripts are used.  
Installing minor Server OS and security updates, testing for compatibility  
Installing major Server OS updates, testing for compatibility  
Updating Backup and Antivirus software  
Adding or removing users and groups as necessary  
Adjusting sharepoints and permissions based on feedback or user needs.  
Adjusting preferences or application access to users based on needs - testing for compatibility (WorkgroupManager)  
Monitoring disk space and archiving files as needed.



## Geoffrey P. Deans

45 E. City Line Ave. #345  
Bala Cynwyd, PA 19004  
V-(215) 206-5525 F-(215) 477-0740  
e-mail: gpdeans@verizon.net

**SPINN # 143020516**

This Contract is for the ~~Funding Year 07-01-2006 - 06-30-2007~~, at a rate of \$85.00 per hr. for 225 hrs. With a total cost of \$19125.00.

Harambee's portion of the above contract based on 90% funding by E-rate is \$1912.50

*FRN*

*#1406340*

- This contract is based on the funding commitment from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The commitment made here is contingent on the school entity being approved for funding by the receipt of a Funding Commitment Decision Letter from the USAC for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, this agreement would then be null and void.
- Geoffrey Deans certifies that we are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government. Furthermore, should the company become the subject of the Red Light Rule, the contract would be null and void and Geoffrey Deans would assume any costs of collection."

### HARAMBEE INSTITUTE CHARTER SCHOOL

c/o ALEMAR Consulting, Inc.  
442 Lyndhurst Drive  
Broomall, PA 19008-4146

**Form 470 # 370050000568963**

Signature: *Geoffrey P. Deans* Date: 01-05-2006

Signature: *John D. Skuf* Date: 1/23/06

*1593 \$/mo.*

*#1*



# MICRO Technology Groupe, Inc.

a division of Complete Convergence, Inc.

544 Lyndhurst Drive, Suite 1000  
Broomall, PA 19008

215-273-6234 Fax 215-275-1754 www.mtgroupe.com



January 11, 2006

Harambee Institute CS  
c/o ALEMAR Consulting, Inc.  
442 Lyndhurst Drive  
Broomall, PA 19008-4146

Re: Form 470# 370050000568963

Dear Mr. Friedman,

Thank you for the opportunity to bid on Harambee Institute Charter School eRate Internal Connections for Year 9. Enclosed please find MICRO Technology Groupe's (MTG) bid submission, signed contract, references and personnel certifications. Some of the certifications you receive will be under our corporate name, Complete Convergence dba MICRO Technology Groupe, Inc.

MTG has responded with a "No Bid" in areas where we feel we aren't best suited to provide a specific service. We have bid on our areas of expertise only. We have also offered solutions that we feel is in the best interest of the district, some of which may not be eRate eligible.

MTG is very familiar with the eRate program as we have been very actively participating and fulfilling eRate contracts for years. Our expertise and experience will ensure proper invoicing of goods and services provided by the SLD.

If you have any questions regarding this proposal please feel free to contact me at 856.256.1413 or by e-mail at [mike\\_c@mtgroupe.com](mailto:mike_c@mtgroupe.com). We appreciate your consideration in this matter.

Sincerely,

Michael Campanella  
Account Executive  
MICRO Technology Groupe, Inc.

**HARAMBEE Charter School**  
 616-149-66th Street  
 Philadelphia, PA 19151  
 +15-878-6040  
 SLD Form #5: 591140000568973

**MICRO Technology Groupe, Inc.**  
 200 Rittenhouse Circle West, Unit 3  
 Bristol, PA 19007  
 SPIN 143000940  
 1/11/06

## Proposal for #591140000568973

### E-rate Proposal for Internal Connections

All hardware and software will be purchased as listed or "higher"

### AGREEMENTS

#### 6. LAN Maintenance Agreement

Qty.	Description	Unit Price	Extended Price
1	One Year Contract - 275 hours to cover the equipment listed below:  Three Year Contract with annual option to renew based upon continued funding (225 hours per year), not valid without continued eRate funding	\$23,625.00	\$23,625.00
1	* Year One	\$23,625.00	\$23,625.00
1	* Year Two	\$25,875.00	\$25,875.00
1	* Year Three	\$28,125.00	\$28,125.00

Qty.	Description
1	LAN Maintenance Agreement for 225 to cover the following equipment: (1) Certificate 100-200GB Tape Backup (15) US Robotics Turbo G Wireless Cards (1) Sonic Pro 230 Firewall (2) Cisco Aironet 1200 Wireless AP's (1) Druce Access Point AP 2000 (5) Cisco Switches 3500 Series (1) Cisco 2600 Series Router (2) HP Compaq Servers - ProLiant (2) Dell Servers - SE7501 (1) APC UPS

Note: Any additional eRate eligible Servers, Switches, UPS's, AP's Routers are an expense to be covered under this agreement

#### Cisco Maintenance

- \* Update IOS on the Cisco equipment
- \* Reconfigure Network Address Translation in the router
- \* Change Port mapping in the router
- \* Install Service Packs on File Servers
- \* Perform mail Database maintenance on Exchange Servers
- \* Install Exchange related Service Packs
- \* Reconfigure or update DNS and DHCP settings
- \* Resolve any hardware problems on the covered equipment
- \* Resolve any MS Windows related problems on Servers
- \* Help maintain proper backup operations and resolve issues relating to that software and hardware

#### Server Maintenance

- \* Review system console, backup, antivirus, and service logs for any problems and troubleshoot any problems
- \* Rotate log files and make sure periodic maintenance scripts are used
- \* Installing major Server OS and security updates, testing for compatibility
- \* Installing major Server OS updates, testing for compatibility
- \* Updating backup software
- \* Updating Antivirus software (Sophos and Symantec)
- \* Adding or removing users and groups as necessary
- \* Adjusting sharepoints and permissions based on feedback or user needs
- \* Adjusting preferences for application access to users based on needs, testing for compatibility (Workgroup Manager)
- \* Monitoring disk space and archiving files as needed

#### 7. Wire & Cable Maintenance Agreement

Qty.	Description	Unit Price	Extended Price
1	One Year Contract as listed below:  For all voice, video and data cabling and fiber connections for repair and upkeep of the wires, trays, jacks, blocks, panels and terminals.  Three Year Contract with annual option to renew based upon continued funding. Not valid without continued eRate funding	\$5,000.00	\$5,000.00
1	* Year One	\$5,000.00	\$5,000.00
1	* Year Two	\$5,500.00	\$5,500.00
1	* Year Three	\$6,000.00	\$6,000.00

# 2 FRN # 1406344



## 8. PBX Maintenance Agreement

"NO BID"

## 9. PVBX Maintenance Agreement

Qty:

Unit Price

Extended Price

Repair and upkeep of Innovative Technology PVBX eRate eligible hardware listed below with basic support and configuration charges.

- |   |  |            |            |
|---|--|------------|------------|
| 1 | One Year Contract<br>Three Year Contract with annual option to renew based upon continued funding<br>Not valid without continued eRate funding | \$8,000.00 | \$8,000.00 |
| 1 | * Year One   | \$8,000.00 | \$8,000.00 |
| 1 | * Year Two   | \$8,850.00 | \$8,850.00 |
| 1 | * Year Three   | \$9,700.00 | \$9,700.00 |

(1) 32x32 PVBX Switch  
(25) Video Modulator/Pas  
(2) Video Modulator Supply  
(1) APC Rack System  
(3) Audio Modulators  
(1) Backup UPS APC 2250 RM3U

\$8,000.00

\$8,000.00

\$8,850.00

\$9,700.00

## 4

FRN  
#1406352

## 10. Extended Warranties

It is MFG's understanding that the school is using (2) HP/Compaq ML 370 File Servers and (2) Intel Servers. There are two quotes below for the HP Compaq ML 370 servers. Extended warranties are available in one year increments only. Multi-year contracts are not available.

Qty:

Unit Price

Extended Price

- |   |  |            |            |
|---|--|------------|------------|
| 2 | 9x5 Next Business Day<br>For issues that cannot be resolved remotely, an authorized HP Services representative arrives at your site the next day after your call has been logged and for which you have a confirmed service window. HP Services returns your covered hardware to operational condition, repairing or replacing components or entire units as necessary. Your coverage includes all required parts and materials.             | \$905.00   | \$1,810.00 |
| 2 | 4-hour onsite response:<br>For issues that cannot be resolved remotely, an authorized HP Services representative arrives at your site within 4 hours after your call has been logged, if this time falls within your contracted service window. HP Services returns your covered hardware to operational condition, repairing or replacing components or entire units as necessary. Your coverage includes all required parts and materials. | \$1,400.00 | \$2,800.00 |
| 2 | Intel Server   |            |            |

"NO BID"

\$2,800.00

FRN  
#1406359

## 11. Extended Warranties

24x7x4 SmartAlerts for Cisco equipment listed in LAN Maintenance Agreement

"No Bid"

## REFERENCES for Similar Work

MFG has provided eRate products and solutions to Charter Schools in Philadelphia over the past several years.

These schools include:

Unitech Charter School  
Zwan Education Circle Charter School  
Germantown Settlement Charter School  
Rising Horizon Quest Charter School  
Wissachickon Charter School  
Harambee Institute Charter School  
Richard Allen Prep Charter School

All work listed above is similar in nature to the work currently being requested.

Work includes: Cable installation, Server Installation, Network Electronics Installation, and in some cases LAN Maintenance and Cable Maintenance.

## INDUSTRY Recognized Authorizations and Certifications

Microsoft Certified Partner: MFG will perform work  
Cisco Systems Authorized: CCDA and CCNA will perform work  
Hewlett Packard Authorized  
WatchGuard Technologies Authorized  
PVBX Authorized  
American Power Conversion Authorized  
Belkin Authorized  
Veritas Authorized  
Apple Authorized

## Erate Contract

### Contract # Y1-00900HAR

This contract is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company (USAC) for the requested amount. The school/district has the option of reducing the scope of the contract. If, for any reason, funding is denied, this agreement would be null and void.

MICRO Technology Group, Inc. (MTG) certifies that we are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government. Furthermore, should the company become the subject of the Red Light Rule, the contract would be null and void and MTG would assume any costs of collection for any goods and services provided.

MTG requires the school to file their Form 486 as soon as possible after Erate approval is granted. MTG will not process any orders until the SLD approves the 486 and notifies MTG that the 486 has been processed. MTG will notify the school when the 486 is processed to begin the order process. MTG requires a valid school purchase order and a deposit before any products or services are delivered.

The deposit comprises the school's 10% of the eligible and 100% of the ineligible product.

MTG certifies the submitted contract will serve as a legally binding agreement, which is preliminary to any formal contract with the School and therefore may be subject to changes in terms and conditions.

Any products or services that are not paid by USAC and/or SLD upon receipt of an invoice from MTG must be paid by the school.

### SLD Form# --

591140000568973

Please check the following products and services the school wishes to submit for E-rate approval:

Qty.	Description	Unit Price	Extended Price	Check Here:
1	LAN Maintenance Agreement - One Year Contract 22.5 hours	\$21,625.00	\$21,625.00	
	LAN Maintenance Agreement - Three Year Contract with annual option to renew			
	22.5 hours per year - Not valid without continued E-rate funding			
1	* Year One	\$7,208.33	\$7,208.33	
1	* Year Two	\$7,208.33	\$7,208.33	
1	* Year Three	\$7,208.33	\$7,208.33	
1	Wire & Cable Maintenance Agreement - One Year Contract	\$5,000.00	\$5,000.00	
1	Wire & Cable Maintenance Agreement - Three Year Contract with annual option to renew			
1	* Year One	\$5,000.00	\$5,000.00	✓ #2
1	* Year Two	\$5,000.00	\$5,000.00	
1	* Year Three	\$5,000.00	\$5,000.00	
1	PVBS Maintenance Agreement - One Year Contract 22.5	\$8,000.00	\$8,000.00	
1	PVBS Maintenance Agreement - Three Year Contract with annual option to renew			
1	* Year One	\$8,000.00	\$8,000.00	✓ #4
1	* Year Two	\$8,000.00	\$8,000.00	
1	* Year Three	\$8,000.00	\$8,000.00	
6	HP Compaq Proliant Server - 9x5 Next Business Day	\$905.00	\$5,430.00	
6	HP Compaq Proliant Server - 4 hour onsite response	\$1,400.00	\$8,400.00	✓ #C

As an Authorized Agent of Marquette Catholic School, we Accept this proposal:

Signature of Authorized Agent

Signature of Authorized Agent of MICRO Technology Group, Inc.

Date

Please check where applicable, sign, date, and fax to:

MICRO Technology Group  
200 Rittenhouse Circle West, Unit 3  
Bristol, PA 19001  
FAX: 877-329-9684

1/23/06  
Date  
1/13/06



**ComTec Communications**  
**Schools and Libraries (ERATE) – Year 9**  
**SPIN #143008185**  
**EQUIPMENT & SERVICE PURCHASE AGREEMENT**

This AGREEMENT is made between **COMTEC COMMUNICATIONS**, having its principal place of business at 2658 N. W. Blvd., Vineland, NJ 08360 and **HARAMBEE CHARTER SCHOOL, BUYER**, having its principal place of business at 636-640 N. 66<sup>th</sup> Street, Philadelphia, PA 19151 on this 18th day of January 2006. Subject to the terms and conditions described herein, COMTEC COMMUNICATIONS agrees to sell BUYER and BUYER agrees to purchase from COMTEC COMMUNICATIONS the equipment listed in the SYSTEM CONFIGURATION. (Equipment) SLD 470 #: 591140000568973

1. **PREMISES:** The equipment will be installed and remain at:  
636-640 N. 66<sup>th</sup> Street  
Philadelphia, PA 19151

BUYER will secure all necessary authorization for installation on premises.

2. **PRICE, PAYMENT TERMS, & PURCHASE OPTIONS:**

**STATEMENT OF FINANCIAL STABILITY:**

ComTec certifies that they are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government. Furthermore, ComTec agrees that, should the company become the subject of the Red Light Rule, the contract would be null and void and ComTec would assume any costs of collection.

**Payment Terms:**

Quote	Title	Total Project	Initials
6120	LAN Maintenance Agreement	<del>\$22,050.00</del>	<del>(Initials)</del>
6122	Wire & Cable Maintenance Agreement	<del>\$7,500.00</del>	<del>(Initials)</del>
6123	PBX Maintenance Agreement	<u>\$15,000.00</u>	<u>(Initials)</u> ✓ OK FRN 1406349
6124	PVBX Maintenance Agreement	<del>\$18,500.00</del>	<del>(Initials)</del> ✓ OK
6238	Extended Warranties – Cisco Equipment	<u>OK \$2,983.50</u>	<u>(Initials)</u> ✓ OK FRN #1406371
<b>TOTAL OF ABOVE</b>		<b>\$66,033.50</b>	

All maintenance, warranty, support and prepaid hours contracts are payable in advance for 7/1/06 – 6/30/07.

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All tax-exempt and non-profit discounts are pending written proof of exempt and non-profit status. These documents are not due until this proposal has been accepted.

3. **PAYMENT & LEVEL OF COMMITMENTS**

This contract is contingent upon School Board approval and the School receiving a Funding Commitment Decision Letter (FCDL) from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, the school has the option of proceeding with the project and assuming all costs or canceling this project in its entirety.

After FCDL has been received, the School Board has 30 days to elect to proceed with the projects as defined herein, reduce the scope of work, or cancel this agreement. If the School Board elects to proceed with the scope of work then the School Board shall assume the liability of payment to ComTec Communications for the difference between total scope of project and payments made from SLD. This project is contingent on ComTec receiving a Funding Commitment Decision Letter from the SLD which identifies the eligible equipment and discount level the school has been awarded.

Initial *J.D.S.*